

## CONTEST RULES:

### **Editing Contest: Create a Scene for the Upcoming Feature “Aphids”**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE CHANCE OF WINNING. VOID WHERE PROHIBITED. BY ENTERING, ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF THE ENORMITY PICTURES, WHICH SHALL BE FINAL IN ALL RESPECTS.

**1. ELIGIBILITY:** Open only to legal residents of any one of the 50 United States or the District of Columbia who are 18 years of age or older at time of entry.

**2. CONTEST PERIOD:** You may enter the Contest between 12:00:00 pm (noon) Eastern Time February 10, 2012 and 11:59:59 pm Eastern Time on March 1, 2012 (“Contest Period”).

**3. TO ENTER:** To enter the Contest, Entrant must create and submit a full-length scene deriving from the raw material, shoot for the upcoming feature “Aphids,” by Enormity Pictures (“Sponsor”). Entrant must comply with all terms of service. Entrant must, in order to receive the raw material, coordinate a time to meet with a representative of Enormity Pictures. To submit the completed work, Entrant must mail the scene on a DVD to Enormity Pictures at \_\_\_\_\_ during the Contest Period.

### **CREATIVE TASK:**

The creative task for the Contest is as follows:

- Receive raw material, used to make a completed scene for Contest, from Enormity Pictures.
- Create and submit a full-length scene, in the discretion of the Entrant, which derived from the raw material.

### **JUDGING CRITERIA:**

Enormity Pictures will select a first place and second place scene from the pool of submissions. All decisions by Sponsor are final.

### **TECHNICAL REQUIREMENTS:**

- Contestant must have his/her own removable hard drive to receive raw data (used to make the submission) from Enormity Pictures. Enormity Pictures is not held responsible for any damage, viruses, or loss of data to the contestant's hard drive property.
- Video file must be submitted via DVD to Enormity Pictures at the following address \_\_\_\_\_.
- Video files must be provided in one of the following file formats: .MPEG; .MOV; .AVI; or .WMV

### **ADDITIONAL REQUIREMENTS:**

All submissions must be received by 11:59:59 pm Eastern Time on March 1, 2011.

Each individual Entrant is allowed a total of three (3) Submissions.

Entrant may not publish any work related to Contest, whether or not a Submission is made, in any medium; Entrant understands the material used is copyright-protected material owned by Enormity Pictures.

Sponsor makes the final determination as to which Submissions are eligible to take part in this Contest and be considered for a Finalist Prize.

By entering this Contest and sending in your Submission, you irrevocably grant to Sponsor and their agents the unconditional and perpetual right to post, display, publish, use, adapt, edit and/or modify such Submission in any way, in any and all media, for any purpose, without limitation, and without consideration to you. Finalists agree to irrevocably assign and transfer to the Sponsor any and all rights, title and interest in Submission, including, without limitation, all copyrights and waive all moral rights in Submission. All Contest Entrants further agree to release and indemnify and hold harmless the Sponsor.

#### **4. SELECTION OF WINNERS:**

Two (2) finalist Submissions (each a “Finalist”) will be selected by Sponsor. The top Submission, as selected by Sponsor, is deemed the First Place winner. The second best Submission, as selected by Sponsor, is deemed the Second Place winner.

All Finalists are subject to verification, including without limitation, verification of eligibility, compliance with these Official Rules. If attempted notification is returned as undeliverable, if a Finalist cannot be verified, or if a Finalist is otherwise unable to accept prize, prize will be forfeited and may be awarded to an alternate Finalist, in Sponsor’s discretion.

Entrants agree that the Sponsor has the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor are final and binding. Finalists, by acceptance of the Finalist Prize (defined below), agree to release, indemnify and hold harmless Sponsor from any and all liability, loss, damage, cost or claim related to any allegation regarding the acceptance or use of their prize.

#### **5. PRIZE DETAILS:**

**TWO (2) TOTAL PRIZES:** A First Place and Second Place winner will be selected by Sponsor. First Place consists of \$300. Second Place consists of \$150. Both the First Place winner and the Second Place winner are deemed Finalists.

THE MAXIMUM TOTAL OF ALL PRIZES IN CONTEST IS: \$450.

**6. GENERAL CONDITIONS:** All Entrants must have a valid phone and e-mail address. Finalists are solely responsible for any taxes on their respective prizes, and will receive an IRS Form 1099 for the taxable value of their prize.

If for any reason the Contest is not capable of running as planned, including without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical

failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor reserves the right, at its sole discretion to cancel, modify or terminate the Contest.

**7. WINNER NOTIFICATION:** Finalists will be notified by phone and/or email within two (2) weeks of the end of the Contest Period.

By accepting a prize, Finalists agrees, and agrees in writing if requested, that the Submission will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the Finalist agrees to irrevocably assign and transfer to Sponsor all of his/her right, title and interest in and to his/her Submission, if any, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Finalists hereby waive in favor of Sponsor, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that Finalist may now or later have to his/her Submission. Sponsor reserves the right to alter, change or modify a winning Submission, in its sole discretion. Upon request of Sponsor, Finalist shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Submission and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment.

**8. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor resulting from any user's participation in or attempt to participate in the Contest. No responsibility or liability is assumed by Sponsor for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Contest: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Contest.

**9. SPONSOR:**

Enormity Pictures, LLC.

110 Congress St.

Bridgeport CT.

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